

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re: Gerard J. Kamp

Case No. 09-62529-6

Debtor.

Catskill Watershed Corporation,

Plaintiff,

Adversary Proceeding
No.:

vs.

ANSWER

Gerard J. Kamp,

Defendant.

Defendant, Gerard J. Kamp, answers as follows:

1. Defendant admits the allegations set forth in paragraphs "1", "2", "3", "4", "12" and "19".
2. Defendant denies the allegations set forth in paragraphs "18", "20", "21", "22", "23", "24", "26", "27", "29" and "30".
3. With regard to the allegations set forth in paragraphs "5", "6", "7", "8", "9", "10", "11", "13", "14", "15", "16" and "17", the documents referred to therein speak for themselves and defendant denies each and every allegation set forth in said paragraphs.

AS AND FOR THE FIRST AFFIRMATIVE DEFENSE

4. Plaintiff fails to state a cause of action.

AS AND FOR THE SECOND AFFIRMATIVE DEFENSE

5. Plaintiff has no standing to bring an action against defendants.

AS AND FOR THE THIRD AFFIRMATIVE DEFENSE

6. A claim under Bankruptcy Code Section 727(a)(4)(A) is improper when the alleged false oaths/accounts were not made knowingly and fraudulently.

7. The defendant acted in good faith in listing property in his schedules.

AS AND FOR THE FOURTH AFFIRMATIVE DEFENSE

8. A claim under Bankruptcy Code Section 727(a)(4)(A) is improper for alleged false oaths/accounts made in an examination that did not take place during the course of the bankruptcy case or at a Section 341 creditors meeting under the Bankruptcy Code.

9. The plaintiff's deposition of defendant took place on November 10, 2008.

10. Defendant filed for bankruptcy on July 21, 2009.

AS AND FOR THE FIFTH AFFIRMATIVE DEFENSE

11. A claim under Bankruptcy Code Section 727 (a)(2)(A) is improper when there is no specific/actual intent to defraud.

12. The defendant acted in good faith listing property on his schedules and while answering plaintiff's questions during a deposition prior to filing of bankruptcy on November 10, 2008.

WHEREFORE, defendant demands judgment dismissing the plaintiff's complaint in its entirety, together with the costs and disbursements of this action and reasonable attorney's fees.

Dated: Binghamton, New York
December 8, 2009

Respectfully Submitted,



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